

Robert F. Hochwarth
General Attorney

3-011A100



January 7, 1983

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2405

FEDERAL EXPRESS

No.

Date **JAN. 1.1.1983.**

Fee \$ **10.00**

Ms. Agatha L. Mergenovich
Secretary

Interstate Commerce Commission ICC Washington, D. C.
12th Street & Constitution Ave., N.W.
Washington, D.C. 20423

RECORDATION NO. **8111-B**
JAN 11 1983 - 11 25 AM
INTERSTATE COMMERCE COMMISSION

Re: Assignment of Lease dated as of January 1, 1983

Dear Ms. Mergenovich:

Enclosed are executed counterparts Nos. 5, 6, 7, 8, 9 and 10 (of 10) of Assignment of Lease dated as of January 1, 1983, between Railbox Company, 101 North Wacker Drive, Chicago, Illinois 60606, Assignor, and The Chesapeake and Ohio Railway Company (C&O), P. O. Box 6419, Cleveland, Ohio 44101, Assignee.

The equipment covered by this Assignment consists of:

986 50' 6" 70-ton capacity general service box cars,
AAR mechanical designation XM. The road num-
bers of the box cars forthwith shall be changed:

From: Assignor's
Identifying
Numbers (All
Sets Inclusive)

To: Assignee's
Identifying
Numbers (All
Sets Inclusive)

RBOX (1) 12344-12487
12489-12648

C&O 400,000-400,143
400,145-400,304

(2) 16062-16145
16147-16236
16238-16279

400,305-400,388
400,390-400,479
400,481-400,522

(3) 18294-18305
18307-18401
18403-18436
18438-18471
18473-18481
18483-18485
18487-18494
18496-18537

400,523-400,534
400,536-400,630
400,632-400,665
400,667-400,700
400,702-400,710
400,712-400,714
400,716-400,723
400,725-400,766

(4) 19500-19599
19601-19641
19644-19723
19725-19732

400,767-400,866
400,868-400,908
400,911-400,990
400,992-400,999

RECEIVED
JAN 11 11 19 AM '73
FEE OPERATION BR.
L.O.C.



The Chessie System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.

The above equipment will be lettered "Chesapeake and Ohio Railway," "Chesapeake and Ohio," "C&O" or "Chessie System," or in some other appropriate manner, and also will be marked:

**"OWNERSHIP SUBJECT TO A SECURITY
AGREEMENT FILED WITH THE
INTERSTATE COMMERCE COMMISSION"**

or other appropriate words of similar import.

The equipment in (1) above is subject to a Conditional Sale Agreement dated as of October 15, 1975, among ACF Industries, Incorporated, 750 Third Avenue, New York, New York 10017, Vendor, United States Trust Company of New York, Purchaser, and C&O, Guarantor, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8107, and also to an Agreement and Assignment dated as of October 15, 1975, between ACF Industries, Incorporated, Assignor, and Mercantile-Safe Deposit and Trust Company, Assignee, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8107-A.

The equipment in (2) above is subject to a Conditional Sale Agreement dated as of October 15, 1975, among Pullman Incorporated (Pullman-Standard division), 200 South Michigan Avenue, Chicago, Illinois 60604, Vendor, United States Trust Company of New York, Purchaser, and C&O, Guarantor, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8108, and also to an Agreement and Assignment dated as of October 15, 1975, between Pullman Incorporated (Pullman-Standard division), Assignor, and Mercantile-Safe Deposit and Trust Company, Assignee, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8108-A.

The equipment in (3) above is subject to a Conditional Sale Agreement dated as of October 15, 1975, among FMC Corporation, 4700 Northwest Front Avenue, Portland, Oregon 97210, Vendor, United States Trust Company of New York, Purchaser, and C&O, Guarantor, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8109, and also to an Agreement and Assignment dated as of October 15, 1975, between FMC Corporation, Assignor, and Mercantile-Safe Deposit and Trust Company, Assignee, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8109-A.

The equipment in (4) above is subject to a Conditional Sale Agreement dated as of October 15, 1975, among PACCAR Inc, 1400 North 4th Street, Renton, Washington 98055, Vendor, United States Trust Company of New York, Purchaser, and C&O, Guarantor, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8110, and also to an Agreement and Assignment dated as of October 15, 1975, between PACCAR Inc, Assignor, and Mercantile-Safe Deposit and Trust Company, Assignee, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8110-A.

All of the above equipment is subject to a Lease of Railroad Equipment dated as of October 15, 1975, between American Rail Box Car Company, Lessee (now know as Railbox Company, the Assignor under the above-mentioned Assignment of Lease dated as of January 1, 1983), and United States Trust Company of New York, 130 John Street, New York, New York 10038, Lessor, that was recorded in the office of the Secretary of the Interstate Commerce Commission (the Secretary) on November 7, 1975, at 5:05 p.m., and assigned recordation number 8111, and also to an Assignment of Lease and Agreement dated as of October 15, 1975, between United States Trust Company of New York, Assignor, and Mercantile-Safe Deposit and Trust Company, P. O. Box 2258, Two Hopkins Plaza, Baltimore, Maryland 21203, Assignee, that was recorded in the office of the Secretary on November 7, 1975, at 5:05 p.m., and assigned recordation number 8111-A.

Also enclosed is a draft of The Chesapeake and Ohio Railway Company in the amount of \$10 representing the required recording fee.

Pursuant to the Commission's rules and regulations for the recordation of certain documents under 49 U.S.C. § 11303, as currently administered, you are hereby requested duly to file one of the enclosed counterparts for record in your office and to return the remaining copies to me at the above address.

Sincerely,

R. J. Hochstadt

RFH:LR/lk

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY
Robert F. Hochwarth
General Attorney
Chessie Systems
Railroads- Law Dept.
Terminal Twr. Box 6419
Cleveland, Ohio 44101

January 11, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/11/83 at 11:25AM , and assigned re-
recording number(s). 8111-B

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

EXECUTED IN 10 COUNTERPARTS
OF WHICH THIS IS NO. 10

ASSIGNMENT OF LEASE

Dated as of January 1, 1983

Between

RAILBOX COMPANY, Assignor

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY, Assignee

Covering

986 50' 6" 70-ton Capacity
General Service Box Cars

RECORDATION NO. 8111-B
JAN 11 1983 -11 25 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE, dated as of January 1, 1983 (hereinafter called this Assignment), by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of October 15, 1975 (hereinafter called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of October 15, 1975, with GENERAL ELECTRIC CREDIT CORPORATION.

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of October 15, 1975, between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease;

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, Assignee has made the rental and casualty payments payable on January 1, 1983, as required by Section 3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in Section 10A thereof;

WHEREAS, Section 16 of the Lease provides if the Assignee shall make any such payments on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment (hereinafter called the Units) subject thereto and described in Exhibit A hereto; and

WHEREAS, the Assignee has made such a written request to the Assignor.

NOW, THEREFORE, in consideration of the payments made and to be made by Assignee and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the Assignor forthwith shall convey, transfer or assign to the Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder, provided, however, that such assumption shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor (as defined in the Lease). Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may together with the Owner-Trustee enter into a new lease of the Units in substantially the same form of the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto, provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner the Assignee's rights of recovery from the Assignor as set forth in the last paragraph of Section 16 of the Lease.

3. Possession and Remarketing of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as the agent and attorney of the Assignor, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement the Assignor may have with parties in possession of the Units, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, upon obtaining possession thereof, shall cause each Unit to be renumbered with its identifying numbers as set forth in Exhibit A hereto.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated from any railroad on account of its possession of any Unit from and after January 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of October 15, 1975 (hereinafter called the Lease Assignment), between the Owner-Trustee and Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

6. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties in respect of this Assignment of the Lease.

7. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

8. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of New York, provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

11. Forwarding of Notices, etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of Section 19 of the Lease then, in such an event, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall designate.

12. Recordation. Immediately after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly

filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. section 11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

[CORPORATE SEAL]

Attest:



Assistant Secretary

[CORPORATE SEAL]

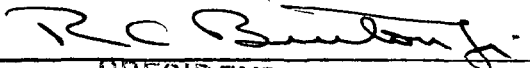
Attest:



ASSISTANT SECRETARY

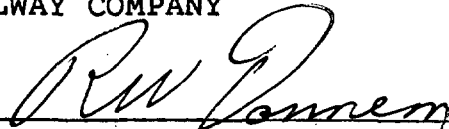
RAILBOX COMPANY

By


PRESIDENT

THE CHESAPEAKE AND OHIO
RAILWAY COMPANY

By


SENIOR VICE PRESIDENT

STATE OF Illinois)
)
COUNTY OF Coak) ss.:

On this 7th day of January, 1983, before me personally appeared R. C. Burton, Jr., to me personally known who, being by me duly sworn, says that he is PRESIDENT of RAILBOX COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Monica Krause
Notary Public

[Notarial Seal]

My Commission expires: October 12, 1986

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) ss.:

On this 6th day of January, 1983, before me personally appeared R. W. DONNEM, to me personally known who, being by me duly sworn, says that he is a Senior Vice President of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Louis Recher
LOUIS RECHER, ATTORNEY
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration
date section 147.03 R. C.

[Notarial Seal]

EXHIBIT A

Type	AAR Mechanical Designation	Quantity	Assignor's Identifying Numbers (All Sets Inclusive)	Assignee's Identifying Numbers All Sets Inclusive)
50' 6", 70-ton capacity, general serv- ice box car	XM	986	RBOX 12344-12487 12489-12648 16062-16145 16147-16236 16238-16279 18294-18305 18307-18401 18403-18436 18438-18471 18473-18481 18483-18485 18487-18494 18496-18537 19500-19599 19601-19641 19644-19723 19725-19732	C&O 400,000-400,143 400,145-400,304 400,305-400,388 400,390-400,479 400,481-400,522 400,523-400,534 400,536-400,630 400,632-400,665 400,667-400,700 400,702-400,710 400,712-400,714 400,716,400,723 400,725-400,766 400,767-400,866 400,868-400,908 400,911-400,990 400,992-400,999